

Record/FILE ON DEMAND

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

<p>Nelson Bruce,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>Bank of America, N.A.</p> <p style="text-align: center;">Defendant(s)</p>	<p>Case No.: 2:20-cv-03778-BHH</p> <p>MOTION TO REOPEN APPEAL DEADLINE</p>
---	---

RECEIVED
CLERK OF COURT
CHARLESTON, SC
2023 OCT 23 AM 9:19

Comes now **Nelson L. Bruce**, Plaintiff respectfully, with his motion to “**reopen appeal deadline**”.

INTRODUCTION

Plaintiff states that this motion is being filed to request the reopening of the appeal deadline based on the agreement of the parties to the complaint.

BACKGROUND

On or 2-11-2022 (see...ECF No. 20) this court issued a final judgment dismissing this case. On 3-10-2022 this court entered and filed Plaintiff's motion to reconsider (see...ECF No. 122). On 3-11-2022 plaintiff filed a notice of appeal (see...ECF No. 123). On 3-11-2022, plaintiff filed a motion to stay the appeal (see...ECF No. 124) pending the decision on the motion to reconsider. On 3-14-2022 and 3-15-2022 (see...ECF No. 125-126), this court transferred this case along with the record in this case to the appeals court. On 4-20-2023 this court placed an order on plaintiff's motion to reconsider and motion to stay (See...ECF No. 130). On 4-25-2022 plaintiff filled an amended notice of appeal (see...ECF No. 123-1) to which this court transferred the case to the Court of Appeals where Docket #: 22-1431 was created. On

5-19-2022, the parties to this case finalized a settlement agreement where the parties agreed that the matters pertaining to the credit reporting claims could be continued or filed in a new proceeding which does not exclude filing a new appeal. On 5-24-23, plaintiff filed a new notice of appeal (see...ECF No. 134) addressing the claims that the parties to this case agreed was not released which this the Court of Appeals created Docket #: 22-1578 for. Although the notice of appeal was mail stamped 5-19-2023, it appears that this court did not receive it until 5-24-2023 and the 4th circuit claimed that it lacked jurisdiction (See...Appellate Court docket No.'s 15 and 16) because the notice of appeal was untimely (ECF No. 134).

AGREEMENT OF THE PARTIES

The parties to the complaint have agreed to address the claims related to the credit reporting in a new appeal and have agreed to close out the previous appeal as presented in Appellant Court Case No. 22-1431 Dockets 9 and 10. Should this court required a copy of the agreement to help in their decision, a copy can be provided under a confidential filing to be sealed by the court. Should the other party not object to such language in the agreement and clearly state that "the parties have not agreed that plaintiff could not continue or bring forth an action addressing the matters not released," their failure to object shall constitute as sufficient evidence that there is an agreement and that what plaintiff has stated is true and correct and facts before this court.

REQUEST FOR REOPENING OF THE APPEAL DEADLINE

Because the parties entered into the agreement so close to the deadline of filing another notice of appeal to address these claims and because plaintiff's only option at the time was to place it in the mail, it is necessary to reopen the appeal deadline to allow the parties to address the claims agreed upon in a new appeal.

PLAINTIFF'S RIGHT TO BRING FORTH CLAIMS NOT AGREED TO BE RELEASED

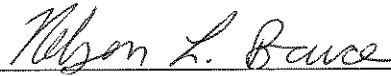
The plaintiff should be allowed to bring forth the claims that were not agreed to be released by the parties in a new appeal because the parties have agreed to such claims continuing or being brought in a new civil action which does not exclude appeal actions.

CONCLUSION

For the reasons specified above, plaintiff requests that this court grant plaintiff's motion to reopen the appeal deadline as an unusual circumstance as the Rules of the court do not provide directions under these circumstances. Done this 20th day of October, 2023.

RESPECTFULLY PRESENTED,

"Without Prejudice"



Nelson L. Bruce, Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved and Retained
c/o 144 Pavilion Street, Summerville, South Carolina [29483]
ph. 843-437-7901

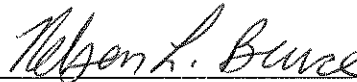
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been mailed to the parties below via the: UNITED STATES POSTAL SERVICE by the UNITED STATES POST OFFICE via First Class Mail. Done this 20th day of October, 2023.

SENT TO:

McGuire Woods LLP
Attention: Robert A. Muckenfuss & T. Richmond McPherson III
201 North Tryon Street, Suite 3000
Charlotte, North Carolina 28202-2146
(704) 343-2009
Counsel of Record Attorney for Defendant Bank of America, N.A.

“Without Prejudice”



Nelson L. Bruce, Propria Persona, Sui Juris
“All Natural Rights Explicitly Reserved and Retained”
c/o 144 Pavilion Street, Summerville, South Carolina [29483]
Phone: 843-437-7901
Email: leonbruce81@yahoo.com